PART IV

Section 2-C—(ii)

STATUTORY ORDERS ISSUED BY THE STATE GOVERNMENT UNDER THE CENTRAL ACTS AND STATE ACTS.

GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT (LABOUR).

Labour Dispute.—Industrial Dispute between the Workmen and the Management of M/s. B. M. Engineering Works, P. B. No. 12, Chickmaglur.

Award of the Labour Court, Bangalore—published.

Read the following papers

1. Letter No. 1243/67–68, dated 1st February 1968 from Shri P. T. Kadkol, Presiding Officer, Labour Court, Bangalore.

BEFORE THE PRESIDING OFFICER, LABOUR COURT, BANGALORE.

Dated this First Day of February 1968.

Present :

Shri P. T. Kadkol, B.Sc, L.L.B., ... *Presiding Officer.*

Reference : No. 57 of 1967.

Workmen represented by the Secretary, The Estate's Staff's Union of South India, Vijayapura Extension, Chikmagalur. ... *I Party*

Vs.

The Management of M/s. B. M. Engineering Works, P. B. No. 12, Chikmagalur. ... *II Party.*

Reference.—

(G. O. No. LMA 274 LLD 67 dated 28th June 1967).

AWARD.

The Government of Mysore being of opinion that an industrial dispute exists between the Workmen and the Management of M/S B. M. Engineering Works, P. B. No. 12, Chickmagalur, have referred it for adjudication to this Court under Section 10 (1) (c) of the Industrial Disputes Act, 1947, by their Order No. LMA 274 LLD 67 dated 28th June 1967, setting out the following points of dispute for adjudication.—

> "Whether the Management of M/S. B. M. Engineering Works, Post Box No. 12, Chikmagalur, are justified in dismissing the service of Sri. Arsid Ahmed with effect from 7th November 1966? If not is Sri Arsid Ahmed entitled to reinstatement with back wages from that date or other relief if any?"

2. The aggrieved workman Mr. Arsid Ahmed, who was serving in the B. M. Engineering Works, Chickamagalur, was dismissed by the Management thereof on 7th November 1966, after a domestic enquiry. This dispute relates to his dismissal. His cause has been espoused by the Estates Staffs' Union of South India, which, as representing the Workmen, is the First Party. The Management of the Establishment is the Second Party.

3. The First Party has submitted its claim statement dated 18th September 1967. Therein it has stated that the Management has reinstated the aggrieved workman, during the conciliation proceedings, with effect from 6th June 1967. It has prayed that the Management be directed to pay him back wages from 7th November 1966 to 6th June 1967. It does not seek any other relief.

4. The Management has submitted its objection statement dated 11th January 1968. Therein it has asserted that the dispute under reference had been settled out of court, during the pendency of the conciliation proceedings as per copy of the memo annexed thereto and prayed that the Reference be rejected.

5. Notices were issued to both parties to be present in Court on 27th January 1968 and submit their say regarding the alleged settlement. Mr. Pinto was present on behalf of the First Party. He has submitted the memo marked Ex. A. stating that the dispute

had been settled as per clause 3 of the memo dated 25th September 1967 annexed to the objection statement. The Second Party was absent. On 29th January 1968, a letter has been received from the Second Party by post. It is marked Ex. B. It is dated 27th January 1968. Therein the Second Party has admitted the settlement. The copy of the settlement memo is marked Ex. C.

6. Perusing this Memorandum marked Ex. C we find that along with the present dispute, some other matters also have been settled by the parties during the conciliation proceedings, in the presence of the conciliation officer. Para 3 in that memo relates to the aggrieved worker. It shows that the aggrieved workman, has been agreed to be reinstated with continuity of service but without back wages up to 6th June 1967. In view of this settlement, which is now admitted by both parties, the Union cannot demand that the aggrieved workman be paid back wages from 7th November 1966 to 6th June 1967. The demand requires to be rejected.

7. In the result, I make the following Award.

AWARD.

Reference is accepted. Award is made between the parties as per paragraph No. 3 of the memo of settlement marked Ex. C a copy of which be annexed to the Award and be deemed as forming part of it. No order as to costs.

P. T. Kadkol,
Presiding Officer,
Labour Court, Bangalore.

" Copy "

P.T. Kadkol
Presiding Officer, Labour Court, Bangalore
1-2-1968

FORM No. H

RULE 58

MEMORANDUM OF SETTLEMENT OF THE INDUSTRIAL DISPUTES

(Under Section 12 (3) of the Industrial Disputes Act)

Parties

Representing Employer.—	Representing the Workmen —
Muniswamy Mudaliar, Prop. B. M. Engineering Works, Chickmagalur	P. H. Pinto, Secretary for Mysore St. Estates Staffs' Union of South India, Chickmagalur.

Short Recital of the Case

Whereas the Secretary, Estate Staffs Union of South India, Chikmagalur raised Industrial Dispute regarding the termination of of services of Sri U. H. Putttappa and Arshad Ahmed by the management of B. M. Engineering Works, Chikmagalur and non-payment of Festival Holiday wages to the worker for Ugadi. The matter was taken up for conciliation and after brief discussion settled under the following terms.

Terms of Settlement

1. ... ...

2. ... ...

3. The management agrees to reinstate Sri Arshad Ahmed with effect from 26th September 1967 with continuity of service but without back wages and any salary due to him from June, 6th, 1967 and onwards will be paid to him immediately.

4. ...

5. ...

7. Both the parties agree to the above terms. Representing the Employer : Representing the workmen.

Sd. B. Muniswamy Mudaliar. Sd. P. H. Pinto.

Before Me.

Sd. B. S. Manjunath,
Labour Officer and Conciliation Officer,
Chikmagalur.

Marked Ex. C.

Intd. P. T. K.
29-1-68

" True Copy

P.T. Kadkal
Presiding Officer,
Labour Court, Bangalore.
1-2-1968